

FIFTH: That the said real estate is not susceptible of division among the parties interested therein without loss or injury.

SIXTH: That on the 31st day of May, 1947, your Petitioners, Dorothy Heffner Stroup, Harry M. Stroup, her husband, Betty May Heffner Geisbert, Louis William Geisbert, her husband, together with Charles E. Heffner and George F. Heffner, entered into a contract and agreement with Paul G. Shoemaker and Margaret L. Shoemaker, his wife, for the sale of said real estate, at and for the sum of \$3000.00, which sum is an excellent price for said parcel of land, and your Petitioners aver it would be to the best interest and advantage of the owners of said property and especially the infant defendants, to have the contract and sale ratified and confirmed by your Honorable, the original of which contract is filed herewith marked Exhibit No. 2.

SEVENTH: That all the parties to this cause are residents of Frederick County, Maryland, the said two infants residing with their mother, at Jefferson, Frederick County, Maryland.

TO THE END, THEREFORE,

1st. That the Contract of sale may be ratified and confirmed by your Honorable Court.

2nd. That a Trustee may be appointed to convey the real estate to the purchasers.

3rd. And for such other and further relief as the nature of the case may require.

May it please your Honors to grant unto your Petitioners the Writ of Subpoena directed to Charles E. Heffner and George F. Heffner, who reside at Jefferson, Frederick County, Maryland, commanding them to be and appear in your Honorable Court on some day certain to be named therein, to answer the premises and abide by and perform such Decree as may be passed.

William L. Stroup
SOLICITOR FOR COMPLAINANTS

Filed June 3, 1947